

EXHIBIT E

In The Matter Of:
Hodell-Natco Industries, Inc. v.
SAP America, Inc., et al.

Kevin Reidl
Vol. 2
July 31, 2012

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3	EASTERN DIVISION	
4	HODELL-NATCO	Case No. 1:08 CV 2755
5	INDUSTRIES, INC.,	Judge: Lesley Wells
6	Plaintiffs,	Magistrate Judge:
7	vs.	Greg White
8	SAP AMERICA, INC.,	Volume II
9	et al.,	
10	Defendants.	
VIDEOCONFERENCE DEPOSITION OF KEVIN REIDL		
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<p style="text-align: right;">Page 249</p> <p>1 BY MR. STAR: 2 Q. My question is -- 3 A. In 2004. 4 Q. My question is different. When 5 did you -- at the -- strike that. When did 6 you expect that licenses were actually going 7 to be acquired from SAP -- 8 A. I don't -- 9 Q. -- regardless of the number of 10 licenses -- 11 A. I don't recall. 12 Q. -- or type? 13 A. I don't recall when they were 14 going to buy. 15 MR. LAMBERT: Objection. 16 THE WITNESS: We were concerned with 17 buying licenses from SAP and their business 18 partner, and that's what -- we bought 80 in 19 2004. 20 BY MR. STAR: 21 Q. You never signed a -- a license 22 agreement like the one we're looking here -- 23 looking at here, which is -- which is in front 24 of you right now, back in 2004, right? 25 A. Correct.</p>	<p style="text-align: right;">Page 251</p> <p>1 received a -- a bill for maintenance from SAP? 2 A. I don't recall, but I do know 3 that there was some discussion about that 4 maintenance fee. 5 Q. When did Hodell actually receive 6 software from SAP? 7 A. I believe I testified on this 8 yesterday, so I'm going to stick with what I 9 said. I -- can you read back for me what I 10 testified to yesterday? 11 Q. I can't. I don't have a live 12 recording of it. 13 Do you know if Hodell had received 14 software from SAP in 2005? 15 A. Again, I'm going to refer to my 16 testimony yesterday, and I think I said in the 17 latter half of 2006. 18 Q. Software was received. And -- 19 A. Installed by Avery Myrick. 20 Q. When Mr. Lowe called you to tell 21 you about this license agreement, did you 22 discuss any of the terms of this document with 23 him? 24 A. No, I don't believe so. 25 Q. What was Mr. Lowe's position with</p>
<p style="text-align: right;">Page 250</p> <p>1 Q. The first time you signed a 2 document like this was December 2005, correct? 3 A. Yes, when we bought the 40 CRM 4 licenses. 5 Q. Where in this license agreement 6 do you see reference to 40 CRM licenses? 7 A. I don't see reference to any 8 licenses, whether it's 40 or otherwise. 9 Q. Okay. When you signed the 10 development agreement in December of 2004, did 11 you have an expectation that Hodell was going 12 to have to pay maintenance fees to SAP in 13 connection with its licensing of software? 14 A. Yes. 15 Q. What did you understand would -- 16 would occur with respect to maintenance fees? 17 A. I -- I vaguely remember about a 18 \$50,000 a year fee for maintenance. 19 Q. When was -- 20 A. General level. 21 Q. Sure. When was that maintenance 22 supposed to be charged, as you understood it? 23 A. As we understood it, I believe 24 when we started using the software. 25 Q. When was the first time Hodell</p>	<p style="text-align: right;">Page 252</p> <p>1 LSi? 2 A. He was a sales rep. 3 Q. How long did the conversation 4 with him last in connection with this license 5 agreement? 6 A. To my recollection, it was brief. 7 Q. At the time Hodell was 8 represented by an attorney named 9 Eugene Kratus, correct? 10 A. Correct. 11 Q. Did you take this agreement to 12 Mr. Kratus to review it? 13 MR. LAMBERT: I'm going to object and 14 instruct you not to answer it. 15 MR. STAR: On what basis? 16 MR. LAMBERT: Attorney/client 17 privilege. 18 MR. STAR: Well, I'm not asking the 19 substance of the conversation. It's an 20 unfounded objection. 21 BY MR. STAR: 22 Q. Did you take this document to 23 Mr. Kratus and have a discussion with him 24 about it? 25 A. I don't recall.</p>

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E R R A T A S H E E T

WITNESS: KEVIN REIDL

DATE: July 31, 2012

CASE: Hodell-Natco vs. SAP America, et al.

After you have read your transcript, please note any errors in transcription on this page. Do not mark on the transcript itself. Please sign and date this sheet as indicated below. If additional lines are required for corrections, attach additional sheets. If no corrections, please indicate "None."

Page/Line Correction Reason

DATED: _____

KEVIN REIDL

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

HODELL-NATCO INDUSTRIES, INC.,) Case No. 1:08 CV 2755
Plaintiffs,) Judge: Lesley Wells
vs.) Magistrate Judge:
SAP AMERICA, INC.,) Greg White
et al.,)
Defendants.)

SIGNATURE SHEET
DEPOSITION OF KEVIN REIDL

I do hereby acknowledge that the above and foregoing deposition has been submitted to me. I have carefully read the same, and it correctly portrays the answers given by me, except as may be otherwise noted on the errata sheet(s) attached hereto.

KEVIN REIDL

Dated: _____

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CERTIFICATE OF THE REPORTER

I, Angela A. O'Neill, a Registered Professional Reporter and Notary Public, authorized to administer oaths and to take and certify depositions, do hereby certify that the above-named witness was by me, before the giving of their deposition, first duly sworn to testify the truth, the whole truth, and nothing but the truth to questions propounded at the taking of the foregoing deposition in a cause now pending and undetermined in said court.

I further certify that the deposition above-set forth was reduced to writing by me by means of machine shorthand and was later transcribed from my original shorthand notes; that this is a true record of the testimony given by the witness; and that said deposition was taken at the aforementioned time, date, and place, pursuant to notice or stipulations of counsel.

IN WITNESS WHEREOF, I have set my hand and seal this 3rd day of August, 2012.

Angela A. O'Neill, RPR